



## REQUEST FOR PROPOSALS

### ***RFP694FINCRDTCRD – Credit Card Processing Services***

**DUE DATE:** March 15, 2019

**RFP NUMBER:** RFP694FINCRDTCRD

**ACCEPTANCE PLACE:** Bobbi Hageman  
Chief Procurement Officer  
City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202

**Requests for information related to this Proposal should be directed to:**

Jalissa Hutchins, Buyer, at [Jalissa.hutchins@cincinnati-oh.gov](mailto:Jalissa.hutchins@cincinnati-oh.gov)

Issue Date: February 21, 2019

**NOTE:** The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code (CMC) and the information concerning the rules and regulations governing the City's Small Business Enterprise (SBE) Program and Minority/Women Business Enterprise (M/WBE) Program. Offerors may register as a City vendor online at [www.cincinnati-oh.gov/vss](http://www.cincinnati-oh.gov/vss).

**REQUEST FOR PROPOSALS**  
**FROM THE CITY OF CINCINNATI**  
***RFP694FINCRDTCRD - Credit Card Processing Services***

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## **I. REQUEST**

### **INTRODUCTION**

The City of Cincinnati, Ohio, (hereinafter referred to as "City") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provisions of the Cincinnati Municipal Code (CMC), Chapter 321 and City Manager Administrative Regulation 23 for Professional Services, from parties, (hereinafter "Offerors"). The Offeror shall provide credit card processing services to various departments of the City of Cincinnati.

Credit card processing services not covered in this RFP include:

- 1) Greater Cincinnati Water Works credit card payments
- 2) Parking Meter credit card payments

### **GENERAL BACKGROUND AND INFORMATION**

The City currently has over 20 merchant identification numbers for various locations. City departments currently accepting credit card payments include Recreation, Parking Facilities, Parks, Health, Buildings and Inspections, Duke Energy Center, City Treasury, Police Impound Lot, the DOTE Permit Center, Income Tax, Office of Administrative Hearings, Law – Collections, Metropolitan Sewer District and the Fountain Square Management Group. (See the attachment for a detailed list of City facilities currently accepting credit cards, their addresses, and the terminal ID.)

In a recent one-year period (January 1, 2018 through December 1, 2018), the City accepted more than 242,000 credit card payments with a total transaction volume of almost \$10 million. (These transaction totals do not include credit card payments made for Greater Cincinnati Water Works bills, parking meters, and golf course payments.) All locations accept Visa and MasterCard, and some City agencies also accept American Express and Discover. The following is a summary of the transaction activity for city agencies that are currently accepting credit card payments:

Division	Transaction Amount	Sales Count	Avg. Transaction
Parking	\$725,282.00	138,410	\$ 5.24
Parks	\$1,198,805.99	65,257	\$ 18.37
Buildings & Inspections	\$3,727,843.01	11,299	\$ 329.93
Duke Energy Center	\$653,598.13	1,807	\$ 361.70
Treasury/Fountain Square	\$87,902.15	585	\$ 150.26
Police Impound Lot	\$560,970.09	2,102	\$ 266.87
DOT - Permit Center	\$516,327.59	1,565	\$ 329.92
Recreation	\$1,815,085.02	11,329	\$ 160.22
Health	\$218,665.63	7,986	\$ 27.38
Income Tax	\$365,387.77	1,642	\$ 222.53
OAH - Collections	\$11,072.00	22	\$ 503.27
Law - Collections	\$19,378.78	52	\$ 372.67
	\$9,900,318.16	242,056	

The following is a brief description of merchant card utilization at various city agencies.

#### **Recreation Department**

The Recreation Department accepts Visa and MasterCard payments at over 25 Recreation Centers. Payments are accepted over the internet at this time and the equipment currently used to process payments are card swipe machines (Ingenico iCT220), Vantiv Mobile Accept devices and IPAD Magtex with RecTrac and dial pay via telephone.

CRC will be installing a new Point of Sale (POS) system in early 2019 and will be accepting Visa and MasterCard at 26 locations. CRC will be purchasing 28 Ingenico isc Bolt devices for support of the POS

The Recreation Department currently contracts the management of 6 municipal golf courses to Billy Casper Golf Management (BCG). In the calendar year 2019, the facilities are projected to generate over 145,000 credit card transactions accounting for \$4.1M of the projected \$5.7M annual revenues.

The 6 courses employ 16 Equinox L5300 Customer Facing Credit Card Processors that are hard wired to the facilities Point of Sale Systems (POS) and 4 PAX s90 Wireless Credit Card Processors which are utilized for on-course purchases and external functions. The golf courses currently interface with EZ links POS operating system without the use of a gateway.

#### **Parking Facility Garages**

Parking accepts Visa, MasterCard, and American Express at three parking garages for transient customers. The software used to process Parking Facility payments include the following:

Scan Net Version 6.1.1.34

NetEpay version 4.0

Multi version 3.3.10 build 47

PC Charge version 5.7.1 Release I sp8

## **Parks**

The Parks Department accepts Visa and MasterCard payments at nine locations as well as a wireless machine that is used at various locations for special events. Parks also accepts on-line payments for summer camp registrations, shelter rentals, parking permits, etc. The on-line registration program is provided by a third-party (Cincy Ticket), and authorize.net is the gateway provider that links Cincy Ticket with the Park Department's depository account at Fifth-Third Bank.

Equipment used to process payments at each of their nine locations is the Verifone Omni 3200SE. The wireless machine is a Verifone VX610.

## **Buildings Department**

The Buildings Department accepts Visa, MasterCard, Discover, and American Express payments at their Permits Center as well as over the internet. Payments can be made in person, by fax, by telephone, or over the internet.

Equipment used to process payments is a Verifone OMNI 3200SE. The Buildings Department utilizes PayPal to process internet payments.

## **Transportation and Engineering (DOTE)**

DOTE accepts Visa, MasterCard, and Discover payments for permits and street contractor licenses. Payments can be made via telephone or in person at the City Permit Center.

Equipment used to process payments is a VeriFone VX520 model.

## **Duke Energy Convention Center (DECC)**

The DECC accepts Visa, MasterCard, and American Express payments. The DECC also accepts credit card payments over the internet utilizing their Event Management Software.

Equipment currently used to process transactions is a Verifone Comni 3730 Vx510.

## **Treasury**

The Treasury Division accepts in-person and mail in Visa, MasterCard, Discover, and AMEX payments at their City Hall location. Equipment used to process the payments is a Verifone VX 520.

## **Police Impound**

The Police Division accepts in-person Visa, MasterCard, Discover, and AMEX

payments at the Impound Lot on Spring Grove Avenue. Equipment used to process payments is a Verifone Omni 3200Se.

## **Health**

The Health Department accepts Visa, MasterCard, and Discover payments at ten health centers and AMEX at six health centers. All payments are made in person.

Equipment used to process payments are Omni 3200 SE and VX 510LE.

## **Office of Administrative Hearings (OAH)**

The OAH accepts in-person and mail in Visa, MasterCard, Discover, and AMEX payments. Equipment used to process the payments is a Verifone Omni 3200 SE.

## **Law – Collections**

The Law – Collections division accepts in-person and mail in Visa, MasterCard, Discover, and AMEX payments. Equipment used to process the payments is a Verifone Omni 3200 SE.

## **Metropolitan Sewer District**

MSD accepts credit card payments for permits. Payments are made in person. Equipment used to process the payments is a Verifone VX520.

## **SCOPE OF SERVICES/SPECIFICATIONS**

The City is seeking proposals from qualified firms for providing merchant card processing services for various operating departments of the City. Key objectives of this RFP are:

- 1) Establish opportunities for City departments to accept credit/debit card payments, echeck via the internet, (and mobile devices as an optional service) and
- 2) Identify opportunities for reducing interchange fees via more efficient processing of merchant card processing.

Meeting these objectives allows the City to:

- Respond to the public's demand for expanded payment options and convenience
- Enable City agencies to achieve operational efficiencies
- Improve cash management practices and reduce accounts receivables

## PROCESSING REQUIREMENTS

- 1) The vendor shall provide a Citywide system that allows for point of sale, phone, mail transactions (card not present), on-line card acceptance and echeck (mobile devices as an optional service). The system shall include all requirements necessary to complete the transaction.
- 2) The vendor must provide electronic processing of each transaction on the vendor's site at the time the merchant card authorization is performed. Customer information must not be processed or recorded in any way on the City's network but must be performed on the vendor's secured network. The vendor must provide evidence of PCI compliance with the RFP response and as requested throughout the contract period. The vendor is required to inform the City of any non-compliance or network breach as they arise. This shall include wireless PCI compliance. All terminals should accept "pin and chip" cards to reduce fraudulent charges.

The City has some Enterprise software systems where the Customer payment information is collected through web pages and immediately passed on to the processing vendor (no credit card information is stored in the City Enterprise Software System) through software integrations with the vendor processing systems (using Software Application Programming Interfaces – API's). The vendor must provide capabilities payment processing methods using Software Application Programming Interfaces and must include:

- assistance /provision of services for any PCI compliance needs if any required.
  - Ability to store at least two additional information data fields with each transaction that will tie the payment transaction with city record number.
  - Ability to roll back/reverse/recall transactions before settlement occurs through API's.
  - For payment methods where a department merchant account may choose to pass on the convenience fees to the payment processor, provide API's for calculating convenience fees.
  - Integration for Hosted Payment Pages with City Enterprise software system payment process flow.
- 3) The vendor shall operate an electronic merchant card processing system that will provide prompt authorizations and must be able to deliver collected funds to the City's designated depository accounts. At no time should funds take longer than 24 hours to transfer to the City's designated depository account. The City maintains segregated credit card depository accounts at Fifth-Third Bank, Cincinnati, Ohio. Funds in the credit card depository accounts are typically transferred to the City's general depository account on a weekly basis.
  - 4) The vendor must be able to process ACH echeck customer payments over all channels including walk-up, IVR, mobile, web and text
  - 5) Revenue statements shall be made available to the City Treasurer's Office via

web access or regular mail. The statements shall include a summary of all revenue related activity including chargeback information by date, card type, and merchant number.

- 6) Secure on-line reporting must be available to the City Treasurer's Office and to each City merchant. Access will be authorized by the City Treasurer or the designated staff.

## **SERVICE REQUIREMENTS**

- 1) Training for City staff working directly with merchant card payments must be provided on-line, in person, or via web conference, and training materials must be provided at no extra charge as part of the proposal. If additional training is needed as a result of changes or updates to the merchant card handling rules, then additional training shall be provided as part of the proposal at no additional charge. All training must be in compliance with Visa, MasterCard, (and American Express and Discover if applicable) rules and regulations, and also be in compliance with PCI rules.
- 2) The vendor shall provide all technical assistance, materials, and specific programming required for conversion as well as software setup and configuration for payment methods using Software API'S. Conversion is to be interpreted as loading all existing merchant accounts, loading terminal numbers, installing software as needed, connecting to existing City software, connections to all processors required to complete the transaction and testing. The conversion costs must allow for expansion for future merchant accounts, equipment, and software implementations.
- 3) Vendor must be capable of providing electronic authorization services 24 hours per day, 7 days per week including rollback of transactions not fulfilled.
- 4) The vendor shall provide the City with an experienced staff of service professionals that can address the needs of the City. The vendor shall provide a telephone help line to answer questions and resolve merchant card transmission problems.
- 5) The vendor shall describe any products or services not requested in this document that may assist the City in its merchant card operations. These products or services may be described in a separate attachment.
- 6) The City reserves the right to increase or decrease transaction volume and amounts specified herein as circumstances dictate. The number of transactions and dollar amounts are historical estimates and may vary. These volumes will be contingent upon a continuing need and public demand. The City will pay no penalties for variations from estimated volumes.
- 7) The vendor must provide each City agency with a monthly invoice for services rendered during each calendar month.
- 8) Any documents that the City would be expected to execute in connection with this RFP and the accompanying contract should be submitted for review with the



proposal.

## **TERM**

The term of this Agreement shall commence on the effective date of the Agreement. Delivery of equipment and associated services shall be complete within ninety (90) days of the contract signing.

## **TIMETABLE**

Milestones for the Process are:	Date
1. <u>Release of RFP</u>	<u>02/21/2019</u>
2. <u>Deadline for written questions</u>	<u>03/07/2019</u>
<b>3. <u>OFFERORS SUBMIT PROPOSALS</u></b>	<b><u>03/15/2019</u></b>
4. <u>City initiates negotiations with preferred Offeror (approx.)</u>	<u>03/31/2019</u>

## **QUESTIONS CONCERNING THE RFP**

All questions or requests for clarification must be submitted in writing via email no later than March 7, 2019 to Jalissa Hutchins at [Jalissa.hutchins@cincinnati-oh.gov](mailto:Jalissa.hutchins@cincinnati-oh.gov). Please reference "RFP694FINCRDTCRD: Credit Card Processing Services" in the subject field of the message. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing via Addendum.

Offerors are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

The City may hold a non-mandatory pre-submission meeting. If such a meeting is held, the date, time, and location of the meeting will be communicated via an addendum.

## **PREVENTING UNFAIR COMPETITIVE ADVANTAGES**

Fairness and transparency in the procurement process require that Bidders/Offerors competing for a specific project do not derive a competitive advantage from having provided services related to the project/contract/work assignment in question. To that end, pursuant to Administrative Regulation No. 62, a firm, and each of its affiliates, hired to provide services for the preparation or implementation of a project shall be disqualified from any subsequent procurement solicitation to provide goods, works, or services resulting from or directly related to the firm's services for such preparation or implementation, unless an exception is made by the City Manager in writing.

## **RFP SUBMISSIONS (Public Records Requirements)**

The Offeror shall develop a written response to this RFP structured to comply with Section II of this RFP.

While each proposal will be considered objectively, the city assumes no obligation to accept to take action on any proposal. The City assumes no liability for any costs incurred in preparing or submitting any proposals.

An original and (7) copies, plus an electronic copy, of the proposal must be submitted to:

Bobbi Hageman  
Chief Procurement Officer  
City of Cincinnati, Division of Purchasing  
805 Central Avenue, Suite 234  
Cincinnati, OH 45202-1947

All proposals must be submitted in a sealed package. The following notation should be on the sealed package:

***RFP694CRDTCRD: Credit Card Processing Services, Due March 15, 2019***

The **deadline** for responding to this RFP and for submitting all related materials is:

***March 15, 2019 @ 4:00PM ET***

**Late proposals will not be accepted.**

Proposals can be withdrawn at any time, if requested *in writing*, until the deadline date, at which time proposals will be considered firm and become the property of the City and will not be returned. By responding to this RFP, Offerors waive any challenge to the City's decisions.

By submitting this proposal, the Offeror acknowledges that the City is governed by the Ohio Public Records Laws. Notwithstanding any statement to the contrary, the City's handling of any confidentiality obligations are subject to the limitations of this paragraph. Offeror's proposal may be subject to disclosure under the Ohio Public Records Laws. The City shall have no duty to defend the rights of Offeror or any of its agents or affiliates in any records requested to be disclosed. Upon receipt of a public records request, the City will notify Offeror of its intent to release records to the requestor. Contractor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the City by either accommodating the requestor or pursuing legal remedies to stop the City's release of requested information. Said notification shall relieve the City of any further obligation under any claim of Offeror or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Offeror and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole expense.

The Offeror recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Offeror may suffer from the disclosure of information or materials to third parties.

Offerors submitting proposals in response to and consistent with this RFP shall submit the required or miscellaneous forms in accordance with Section IV of the RFP.

## **SELECTION PROCESS AND AWARD CRITERIA**

Selection of a preferred Offeror and subsequent award of contract will comply with City Administrative Regulation No. 23 and the Cincinnati Municipal Code (CMC). The City will award a contract to the successful Offeror considering the total requirements for this procurement and what is "Most Advantageous to the City" in accordance with CMC Chapter 321.

The City's Selection Committee will review and evaluate all properly submitted proposals that are received on or before the deadline. The Selection Committee will submit its finding to the Chief

Procurement Officer as to which proposal(s) is/are "Most Advantageous" to the City taking into consideration price and evaluation factors set forth below. The Chief Procurement Officer will review the Selection Committee's findings and will then submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-65.

- Content and completeness of proposals submitted
- Ability of the vendor to meet current operating requirements, including adding new merchant locations, processing transactions, troubleshooting problems, and providing meaningful reporting. Ability of the vendor to assist the City in upgrading and improving its merchant card acceptance program, particularly as new technology is introduced to the marketplace.
- Ability of the vendor to assist the City in minimizing interchange fees.
- Ability of the vendor to provide services at the most competitive pricing.
- Size, staffing, resources, and financial capability of the vendor.
- Location(s) of vendor.

The City reserves the right to reject any or all bids, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of the City.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

The City's selection committee will submit its findings to the Finance Director, and the Finance Director will submit a recommendation to the City Manager who will make the award for the City pursuant to CMC Section 321-1-A2.

The City reserves the right to ask for additional information and clarification from or about any or all of the Offerors. The City may require selected Offerors to make an oral presentation of their proposals.

#### **PROCESS FOR ENTERING INTO AGREEMENT**

The Offeror(s) whose proposal is/are found to be the "Most Advantageous" to the City of Cincinnati will be offered the opportunity to enter into an Agreement with the City. The scope, terms and conditions of that Agreement shall be in substantial conformance with the terms, conditions and specifications described in this RFP and with the proposal that is submitted by the Offeror whose proposal is found to be the "Most Advantageous" to the City.

The Offeror should be prepared to begin contract negotiations upon submitting a proposal. If the Offeror is not able to begin contract negotiations, the City may disqualify that Offeror.

The City reserves the right to negotiate the Agreement to include any portion or portions of the services covered by this RFP. The City reserves the right to reject any and all proposals in total or by components.

The City reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any,

proposal(s) is Most Advantageous to the City, as a result of this RFP process.

### **ADDITIONAL INFORMATION**

The City reserves the right to check all references furnished and consider responses received in determining the award.

The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals.

The City publishes information on the City of Cincinnati Internet web site at [www.cincinnati-oh.gov](http://www.cincinnati-oh.gov), which includes the Cincinnati Municipal Code.

### **CONTRACTOR REGISTRATION**

The Offeror awarded the contract shall be a registrant under Vendor Self Service (VSS) at time of award. Go to <http://www.cincinnati-oh.gov/vss/> to register.

### **CHANGES AND ADDENDA TO RFP DOCUMENTS**

It shall be the Offeror's responsibility to make the inquiry as to changes and addenda issued. All such changes or addenda shall become part of the contract and all Offerors shall be bound by such changes or addenda.

Offerors may download all addenda and other RFP documents from Open Data Cincinnati and should frequently return to the site to monitor for project-specific updates and addenda.

The link to Open Data Cincinnati is as follows: <https://data.cincinnati-oh.gov>. (Once there simply click on the piggybank icon and then select "Procurement Opportunities and Contract Awards")

**Equal Employment Opportunity Program:** A summary of the City's Equal Employment Opportunity Program is included in the RFP Section III. Equal Employment Opportunity (EEO) Form (DEI147) is referenced only for information purposes in the RFP Section IV. It does not have to be signed or returned with Proposals. The successful Offeror will be required to complete the DEI 147 at contract execution.

**Non-Discrimination Policy:** A summary of the City's Non-Discrimination Policy is referenced in the RFP Section IV.

### **OFFEROR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices, **by signing this proposal** and as a condition of contract award, the Offeror covenants, represents and warrants that:

- The Offeror will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- The Offeror will use good faith efforts to promote opportunities for SBEs and M/WBEs to participate in and compete for opportunities to the extent of their availability and capacity;

- If awarded the contract, the Offeror will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- The Offeror will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **S/M/WBE SUBCONTRACTING**

There is no specific S/M/WBE subcontracting goal for this project. However, the City desires that opportunities for City-certified SBEs, WBEs, and/or MBEs be generated to the maximum extent practicable. As such, S/M/WBE subcontracting will be one of the factors the City considers for award.

Offerors subcontracting any portion of the work must complete, sign and return the appropriate economic inclusion forms found in the "No Goals Inclusion Packet" with your proposal.

The "No Goals Inclusion Packet" which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called "No Goals Inclusion Packet" to download and access the appropriate forms.

Offeror is responsible for verifying that each M/S/WBE to be used on a contract is certified by the DEI as of the proposal due date. The M/S/WBEs named must be certified to provide the services that they are listed to perform, and the services must be required as part of the work on this contract. A directory of certified M/S/WBEs is available online at <https://cincinnati.diversitycompliance.com> or at the offices of DEI.

## **VENDORS INELIGIBLE TO CONTRACT OR SUBCONTRACT WITH THE CITY**

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request to the Chief Procurement Officer. The City will not contract with any Bidder on the list. It is each Offeror's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

## **II. PROPOSALS**

### **CONTENT AND FORM OF PROPOSALS**

The proposal must be signed by a person who has legal authority to contractually bind the Offeror.

The Proposal shall include, but is not limited to, the following and must be presented in the following order:

#### **1. Firm Stability and Relationship Representative**

- B) Provide a brief overview and brief history of your organization, including parent/subsidiary companies and number of employees.

- C) Indicate key measures of the processor's financial strength (e.g. capital ratios, market capitalization, cash flow ratios, and available credit lines).
- D) Provide names, titles, and a brief biography of relationship contacts and senior management that would be directly involved in and responsible for a contract with the City.
- E) Describe the relationship management team that will service the City's account, as well as their functional responsibilities
- F) How many employees does the processor have in each functional area involved in providing this service?
- G) How long have you offered merchant card processing services?
- H) Do you use a third party for any segment of customer or card processing services? If yes, please explain.

## **2. Competitive Position and Commitment to Providing Services**

- A) What differentiates your firm and the service offered from that of other merchant card processors and echeck processors?
- B) What are your plans for staying current and competitive in merchant card processing?
- C) What major changes do you see occurring in merchant services in the next five years? What are the plans to help your customers move to new technologies?
- D) List any industry related associations or organizations of which your company is a member.

## **3. References and Current Client Base**

- A) Provide the category and number of clients for which you are currently providing merchant card processing services. How many state or municipal government entities do you currently serve and provide a list of these entities? What was the firm's total transaction count and amount processed from 2015 – 2017?
- B) What is the average number of transactions currently processed daily, and how does that compare to your current capacity? At what point would you need to extend your capacity and what resources would be available to do that?
- C) Where is the firm's processing center?
- D) Provide three references, preferably similar to the City or with comparable volumes, who currently utilize your merchant card services.
- E) Does the firm have customized programs for government entities? If so, please explain.
- F) Provide any additional information that is relevant to this RFP and your

capabilities to provide this service (e.g. product brochures, articles in trade journals, etc.).

#### **4. Card Acceptance/Interface Processing**

- A) List all card brands and types currently supported.
- B) Describe the hardware necessary for the acceptance of credit and debit cards (a) with card present and (b) card not present, (c) via e-commerce (internet) and (d) pin-based debit. What equipment are you recommending or requiring for the City? Does the firm provide the equipment on a lease or purchase basis? Do you offer an equipment maintenance plan?
- C) Describe the software necessary for the acceptance of credit and debit cards (a) with card present and (b) card not present, (c) via e-commerce (internet) and (d) pin-based debit. Describe the interface requirements and all compatibility issues.
  - a) Describe the process involved for acceptance of credit and debit cards in the four situations mentioned above.
- D) What supplies will be provided by your firm with a maintenance contract, if applicable.
- E) How does the firm test/confirm PCI compliance? What requirements does the firm have? What testing or support is available? How does the firm qualify the merchants?

#### **5. Authorization Processing**

- A) Describe the authorization method(s) that you would recommend for the City. List and describe any alternatives.
- B) What are the procedures to reverse/recall an incorrect authorization?
- C) Does your firm maintain direct authorization and settlement links to the various card organizations, or do you utilize a third party network for authorizations?
- D) Describe the procedures to be followed if a transmission request is denied authorization.
- E) Provide any authorization differences between various card types.

#### **6. Settlement Processing**

- A) Provide a funds availability schedule by card type. Is all funding next day?
- B) What is the settlement transmission time for Visa, MasterCard, Discover, and American Express?
- C) What is the latest time that sales transactions can be transmitted to meet these settlement times?
- D) Do you allow for multiple settlement depository accounts?

- E) Will settlement amounts be listed separately on the bank statement or will they appear as a lump sum?

## **7. Ticket Retrieval and Chargebacks**

- A) Describe the ticket retrieval process and turn-around time.
- B) Will you provide a designated contact person or department to help manage chargebacks?
- C) Are merchant card chargebacks and other debit adjustments netted from daily proceeds or are they debited separately?
- D) Will the City receive credit of merchant fees for chargebacks?
- E) Do you have the capability to store and retrieve transaction information. If so, do you have a system that allows the City to receive this information on-line?
- F) Describe the dispute process and procedures for both cardholders and merchants.
- G) Does your processing system identify and eliminate duplicate payments?
- H) What are the procedures to correct duplicate transactions?

## **8. Security**

- A) Describe how the firm provides assistance to their clients in understanding and meeting the PCI compliance initiatives set forth by the card associations?
- B) How does the firm make clients aware of new PCI initiatives and general information?
- C) What PCI training is available? What consulting is available? Are there additional charges for these services?
- D) Describe the security measures used to protect internet transactions.
- E) Describe all fraud prevention tools. What options are available (verified by Visa and MasterCard Secure Code) or does the firm have other/additional proprietary security functions?
- F) Has your firm ever been found to be non-compliant with PCI in the past?
- G) Please provide a copy of your PCI Certification letter.

## **9. Disaster**

- A) Does the firm have a continuity plan for your processing systems and platforms in a disaster situation? Describe your local and system-wide back up and/or redundant systems.
- B) Describe the firm's back-up capabilities in case of a complete site failure.



How often are systems tested?

- C) Has the back up system ever been required? If so, explain the circumstances and the length of time the back-up system was in use.
- D) What has been the firm's up-time percentage the last two years? Over the past two years, what is the longest time period that you were unable to authorize transactions.

## **10. Information Reporting**

- A) Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail report and summary report available or a link to sample reports on-line. Is all information and reports available on the internet?
- B) Describe the download capabilities and level of customization available on on-line reporting and reports. Describe the daily and monthly reconciliation reports available to the City.
- C) What is the standard delivery time frame for reports and statements? What delivery methods are used for reports and statements (mail, fax, internet, e-mail).
- D) Does the firm retain or archive reports for clients? Can all reports be downloaded?
- E) Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the City? How far back are reports available? How long is reporting data stored in your system?
- F) Describe how multiple merchant numbers are reported and the flexibility afforded the City for customizing the reports. Can the City "roll up" specific groups for reporting independent of other groups?
- G) Do reports include AMEX and Discover transactions for reconciliation and research purposes?

## **11. Implementation**

- A) Describe the merchant training process with regard to (a) new merchant training or re-training from a prior processor and (b) on-going training (courses offered, frequency, location, and cost.)
- B) After the initial implementation, how does the City set up new merchant accounts? How long is the process?
- C) How are updates and dissemination of PCI and industry-related rules or regulatory changes accomplished?
- D) Does the firm provide fraud management training or awareness programs?

## 12. Customer Service

- A) Is customer service available 24/7? How is it provided (phone or e-mail)? Are there any charges for technical or customer support services?
- B) Is the customer service function performed in-house or is it out-sourced? Where is the customer service team located?
- C) Will a specific customer service representative be assigned to the City's business?
- D) Does the firm have periodic meetings with customers to review the service? Does the firm host focus groups, on-site training, user groups, etc.?
- E) What are the hours of operation for the customer service group in the Eastern Time Zone?
- F) Do you offer technical support for the software that you provide? If so, provide the hours of support operations.
- G) How will you help the City and its various departments to reduce merchant service costs and manage downgrades? What reporting and tools does the firm have in place to assist the City in this process? What education assistance is available to a decentralized organization like the City to achieve processing efficiency?
- H) Describe the dispute process and procedures for both cardholders and merchants.
- I) Does the firm offer processing solutions to perform (a) deferred billing, (b) installment billing, and (c) recurring billing?
- J) Do you periodically provide cost-of-acceptance analyses for clients to ensure the best application and advantage?

## 13. PRICING

- A) It is our understanding that interchange fees and assessments are published rates by the card associations and will be same for all credit card processors.

Please provide a price schedule for the following:

1) Per Transaction Fee:

	Amount per Transaction	and/or	Amount of Basis Points
Visa:	_____		_____
Master Card:	_____		_____
Discover:	_____		_____
American Express:	_____		_____
Echeck/ACH:	_____		_____

2) Additional Interchange Fees

Please provide a schedule of any “Non-Qualified Fees” or “Enhanced Surcharging Fees” which are above and beyond the straight interchange rates charged by the credit card associations.

3) Cost of Payment Processing Terminals:

Please provide the cost to purchase or lease the payment processing terminals utilized by City departments as explained in section 1 of this RFP.

4) Miscellaneous Fees

Please provide the costs, if any, for the following:

- a) Annual Maintenance Fee
- b) Annual PCI Compliance Fee
- c) Monthly Statement Fee
- d) Monthly Support Fee

B) Conversion Fees

Please indicate if there will be any set-up charges or one-time conversion fees . Also include any one-time or set up charges, research fees, and all other fees that will or could be charged (e.g. monthly/annual fees, regular and ad hoc reporting costs, etc.).

C) Are discount fees calculated on gross or net sales?

D) Can the City order charge slips, signs, imprinters and other supplies through your firm or directly from another vendor? How are they handled? What are the costs?

E) Processor fees are set for the length of the contract period. How will adjustments in the interchange rates be communicated to the City?

Provide a copy your boiler plate/template of the contract to be signed by the City.

## EXCEPTIONS

The proposal shall include a statement indicating compliance with the Terms and Conditions presented in Section III of this RFP or a statement indicating any exceptions thereto subject to negotiations.

### **III. CONTRACT TERMS AND CONDITIONS**

The Offeror's response to this Request for Proposal (RFP) will be made a part of the contract with the City. Terms and Conditions, substantially in the form contained herein, shall be included in the Agreement between the City and the successful Offeror. In this Section, "Offeror" is referred to as "Contractor."

Unless otherwise stated by the Offeror in the response to this RFP, the Offeror agrees to the following Contract Terms and Conditions, which will become part of the subsequently negotiated contract.

#### **SUBCONTRACTING**

None of the work or services covered by this Agreement shall be subcontracted, except as set forth herein, without the prior written approval of the City of Cincinnati. The City assumes no obligation to pay, and will not pay, a contractor for any work and/or services performed by a subcontractor on the contract prior to the City Manager's approval of that subcontractor. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

In the event the Contractor employs a subcontractor without first securing the required approval of the subcontractor by the City, the City shall have the right to stop payment to the Contractor or withhold any monies due the Contractor until the subcontractor is approved by the City.

The Professional Service Subcontractor Approval Policy and Procedures and the Approval Request Form is available at <http://www.cincinnati-oh.gov/purchasing/> or may be furnished in other form upon request.

The City maintains a list of Vendors Debarred from Contracting or Subcontracting with the City that may be accessed at: <http://www.cincinnati-oh.gov/purchasing> or may be furnished in other form upon request. The City will not contract with any firm or person on the list. It is Contractor's responsibility to verify that each subcontractor it proposes to use is an eligible firm or person. The City will not approve a subcontractor whose name appears on the list.

The City shall neither accept nor be liable for any increase in costs, or other expenses, delay, loss, or subsequent ineligibility to contract with the City, incurred by a contractor as a result of the City rejecting any proposed person, firm, partner, principal, affiliate, subcontractor or supplier that is debarred or suspended after the submission of a bid, proposal, or other communication leading to a contract, but before the approval or award of the contract.

The City shall not unreasonably withhold approval of a subcontractor.

#### **ASSIGNMENT OF CONTRACT**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Cincinnati.

#### **COMPLIANCE WITH LAWS AND POLICIES**

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall be subject to the provisions of the City of Cincinnati Municipal Code Chapter

325, regarding Equal Employment Opportunity (EEO). The EEO Program requires the Contractor awarded the contract to complete and submit a DEI 147 form. The DEI 147 form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex, sexual orientation, gender identification, national or ethnic origin, age, handicap, or Vietnam military service.

Failure to comply with the City's request for submission of the DEI 147 form within ten (10) days of the date of the request will be sufficient cause to reject the proposal due to the Contractor being non responsive.

### **SMALL BUSINESS ENTERPRISE AND MINORITY AND WOMEN ENTERPRISE**

This contract is subject to and Contractor shall comply with the provisions of the Small Business Enterprise (SBEs) Program contained in Chapter 323 and the Minority and Women Business Enterprise (M/WBE) Programs contained in Chapter 324 of the Cincinnati Municipal Code. Section 323-99 and 324-99 of the Cincinnati Municipal Code are hereby incorporated by reference into this contract.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of SBEs and M/WBEs. This includes the use of practices such as assuring the inclusion of qualified SBEs and M/WBEs, in bid solicitations and dividing large contracts into smaller contracts when economically feasible.

The SBEs and M/WBEs must be certified under the appropriate City commodity code by the time of the bid closing.

Information regarding the City's SBE and M/WBE programs and a directory of certified firms can be found at the following website: <http://www.cincinnati-oh.gov/inclusion/>.

### **CONTRACTOR'S COVENANT OF NON-DISCRIMINATION**

Pursuant to the City of Cincinnati's policy of non-discrimination, specifically in its purchasing and contracting practices and as a condition of contract award, we covenant, represent and warrant that:

- We will not discriminate against small business enterprises on the basis of race, ethnicity, gender or disability in the process of contracting, subcontracting and purchasing;
- We will use good faith efforts to promote opportunities for small business enterprises to participate in and compete for opportunities to the extent of their availability and capacity;
- We will submit to ongoing monitoring by and submittal of reports to the City's Department of Economic Inclusion;
- We will submit to investigations and/or audits by the Department of Economic Inclusion in connection with routine monitoring or as a result of specific allegations of discrimination.

## **PROMPT PAY**

This Agreement is subject to the provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System."

## **EVALUATION, REPORTS, INFORMATION AND AUDITS**

The Contractor agrees to participate full in all evaluation activities initiated by the City. The Contractor, at such times and in such form as the City may require, shall furnish the City such reports as may be requested pertaining to the work, student participation, course tracking, and services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain all financial and administration records for a period of three years after the expiration or termination of this Agreement, and shall permit the City or any of its representatives or auditors access to such records.

## **HOLD HARMLESS**

The Contractor shall protect, defend and hold harmless the City of Cincinnati, its agents, employees, and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, invitees, that result in injury to persons or damage to property.

## **INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and save the City, its agents, and employees harmless from and against any and all losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character in connection with or arising directly or indirectly out of errors or omissions or negligent acts by the Contractor including by the Contractor's employees and agents in the performance of this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain Workers Compensation insurance coverage. A copy of a document evidencing such Workers Compensation coverage shall be furnished to the City of Cincinnati prior to commencement of services by the Contractor under this Agreement.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Comprehensive General Liability Insurance (including personal injury) with a combined single limit for personal injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor, at its sole cost and expense, shall procure and maintain at all times during the term of this Agreement Automobile Liability (including Non-Owned and Hired Auto Coverage) of not less than One Million Dollars (\$1,000,000) per occurrence.

The Contractor shall have the City named as an additional insured on the Comprehensive General Liability and Automobile Liability Insurance policies, and the policies shall waive subrogation against the City.

The Contractor shall furnish to the City Certificates of Insurance certifying the above types and amounts of insurance. Such Certificates shall include a Notice of Cancellation clause with notification being sent to the City.

## **CONFLICT OF INTEREST**

- A. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, nor any immediate family member, close business associate of such officer, employee or agent, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement, and the Contractor shall take appropriate steps to assure compliance with this provision.
- B. The Contractor agrees that it will not contract with any subcontractor in which it has any personal financial interest, direct or indirect. The Contractor further covenants that no person having any conflicting interest shall be employed in the performance of this Agreement .
- C. The Contractor agrees not to engage in activities on behalf of the City that produce a direct or indirect financial gain for the Contractor other than the agreed-upon compensation, without the City's informed, prior, written consent.

### **CONFIDENTIALITY**

The Contractor, its agents, and its employees, will keep and retain any and all information and records generated under this Agreement in the strictest confidence and will neither use such information or records nor disclose such information or records to anyone without the explicit written permission of the City. The Contractor warrants that it has and will continue to have safeguards in place to assure that such information and records are kept confidential by the Contractor, its agents, and its employees.

### **PROPRIETARY MATERIALS**

The City acknowledges that in the course of performing services, the Contractor may use products, materials, or propriety methodologies. The City agrees that it shall have or obtain no rights in such propriety products, materials, and methodologies except pursuant to a separate written agreement executed by the parties.

The Contractor acknowledges that in the course of performing services for the City, the materials and information produced for the City are the exclusive properties of the City and may not be disseminated in any manner without prior written approval of the City.

### **WARRANTY**

The Contractor warrants that the services to be provided by it hereunder will be performed in a good, timely, and professional manner by qualified staff and in accordance with generally accepted professional practices. The Contractor further warrants that the design and recommended solution are workable and capable of meeting the objective and purpose of the project as described in this RFP.

### **OWNERSHIP OF PROPERTY**

The Contractor agrees that at the expiration or in the event of any termination of the Agreement that any memoranda, maps, drawings, working papers, reports, records, files either electronic or paper and other similar items produced in connection with this Agreement shall become the property of the City and the Contractor shall promptly deliver such items to the City.

### **TERMINATION**

- A. **Termination of Contract for Cause.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this Agreement or if the Contractor violates any of the terms and conditions, covenants or agreements of the Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the City shall have the right to terminate this Agreement by giving written notice to the Contractor specifying the effective date of the termination, at least five (5)

days before such effective date. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City of Cincinnati by virtue of any breach of this Agreement by the Contractor, and the City of Cincinnati may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined. Exceptions may be made with respect to defaults of subcontractors.

In the event this Agreement is terminated for cause, all finished or unfinished documents, data, studies, reports, and/or information prepared by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work satisfactorily completed at the date of termination.

- B. Non-Performance/Periodic Payments.** Any periodic payments from the City specified in this Agreement will be contingent upon performance of contractual obligations to date, including the proper receipt of supporting receipts, invoices, reports, statements, or any other supporting information as required by the City in this Agreement. In addition to having the right to terminate the Agreement, if the Contractor fails to satisfactorily meet any one of the Agreement obligations, the City may not approve periodic payments to the Contractor and/or may file liens as may be necessary against the Contractor's assets or future assets, until the Contractor satisfactorily fulfills its obligations under the Agreement or satisfactorily reimburses the City for any prior payments. The City also reserves the right to seek any other legal financial remedies as necessary pursuant to any damages the City may have encountered through the Contractor's default on any of the Agreement obligations until all or part of the City's prior payments have been recouped as the City deems appropriate, but such recoupment shall not exceed the total amount of any prior payments. The City also reserves the right in the event of non-performance of this Agreement to prohibit any future or limited contractual relationships with the Contractor either directly or indirectly.

If the Contractor terminates this Agreement after the work has begun, the City shall not be required to compensate the Contractor for services/work not fully completed.

- C. Termination for Convenience of City.** The City may terminate this Agreement by giving thirty (30) days notice in writing from the City to the Contractor. If this Agreement is terminated by the City as provided, the Contractor will be compensated per ODOT CMS 108.09.
- D. Alternatives to Termination.** In the event the Contractor fails to fulfill the terms and conditions of this Contract in a timely and diligent manner, the City reserves the right, at its sole option, as an alternative to termination of the Contract, to reduce the services required herein of the Contractor and reduce the project budget in a manner which reflects such a reduction, by giving notice of such in writing, stating the date such reduction will become effective.

## **INDEPENDENT CONTRACTOR**

Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City, nor shall any such person be entitled to any benefits available or



granted to employees of the City.

#### **CERTIFICATION AS TO NON-DEBARMENT**

Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction covered by this Agreement. Contractor acknowledges and agrees that if it or its principals is/are presently debarred then it shall promptly return to the City any funds received pursuant to this Agreement. In such event, any materials received by the City pursuant to this agreement shall be retained as liquidated damages.

#### **WAIVER**

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

#### **LAW TO GOVERN**

The Agreement is entered into and is to be performed in the State of Ohio, City of Cincinnati, and Contractor agrees that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

#### **FORUM SELECTION**

Jurisdiction for any claim or lawsuit arising or resulting from this Agreement shall be Ohio courts. The Contractor and its successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by the Contractor to the City in connection therewith.

#### **AMENDMENT**

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

#### **ENTIRETY**

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

#### **SEVERABILITY**

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

#### **IV. REQUIRED AND MISCELLANEOUS FORMS**

##### **REQUIRED AND MISCELLANEOUS FORMS TO BE EXECUTED BY OFFEROR AND SUBMITTED WITH PROPOSAL**

- ATTACHMENT 1 – Offeror Corporate and Contact Information
  - Required with Proposal Submission
- ATTACHMENT 2 – Affidavit of Accuracy and Signature Page
  - Required with Proposal Submission
- ATTACHMENT 3 – Subcontracting Outreach Program
  - The “No Goals Inclusion Packet” which includes the applicable forms to be completed and included with the proposal is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>. When on the aforementioned webpage, please click on the weblink called “No Goals Inclusion Packet” to download and access the appropriate forms.
- ATTACHMENT 4 – Equal Employment Opportunity (EEO) Form (DE1147)
  - Informational Use Only. The successful Offeror may be required to complete this form at contract execution. A copy of the form is available at the following webpage: <http://cincinnati-oh.gov/inclusion/forms/subcontractor-inclusion-goal-packages-for-bids-rfps/>.

## ATTACHMENT 1 TO RFP

### OFFEROR CORPORATE AND CONTACT INFORMATION

The Offeror shall use this document **ONLY** and not substitute another format.

Submittals for this RFP are accepted from single legal entities (e.g., corporation, partnership, sole proprietorship, limited liability company, limited liability partnership). The Offeror's legal entity type, as identified in Attachment 1, **must be in effect at the time of submittal** (as documented in the Affidavit of Accuracy & Signature Page and accompanying documentation of signatory authorization) **and shall be evident if awarded a contract from this competition.**

**Instructions:** Provide the following information about the Offeror to this RFP.

Date: \_\_\_\_\_  
(month, day and year)

LEGAL NAME OF  
OFFEROR \_\_\_\_\_

**Offeror's City of Cincinnati SBE/MBE/WBE Certification Status** (mark all applicable categories with an X):

(       ) City of Cincinnati SBE       (       ) City of Cincinnati MBE       (       ) City of Cincinnati WBE  
  
(       ) City of Cincinnati ELBE       (       ) City of Cincinnati SLBE

**Offeror's Corporate Office** Business Address and Telephone Number

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**Offeror's Local Office** Business Address and Telephone Number

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**Offeror's contact person** who can respond authoritatively to any questions about this submittal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Tel.: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: (if different than above) \_\_\_\_\_

**Type of organization** (mark with an X):

- (     ) Corporation                      (     ) Sole Proprietor                      (     ) Limited Liability Company
- (     ) Limited Liability Partnership                      (     ) Other (Specify): \_\_\_\_\_

**1. Organization**

A. How many years has Offeror been in business performing the work as described in this RFP?

B. How many years has Offeror been in business under its present business name?

C. Under what other or former names has Offeror operated?

D. If Offeror is a corporation, please indicate:

Date of incorporation: \_\_\_\_\_

State of incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice-President's name(s): \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

E. If Offeror is a partnership, please indicate:

Date of organization: \_\_\_\_\_

Type of partnership (if applicable): \_\_\_\_\_

Name(s) of general partners: \_\_\_\_\_

\_\_\_\_\_

F. If Offeror is a sole proprietorship, please indicate:

Date of organization: \_\_\_\_\_

Name of owner: \_\_\_\_\_

G. If Offeror is a limited liability company, please indicate:

Date of organization: \_\_\_\_\_

Name(s) of managing members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

H. If the form of Offeror is other than those listed above, describe it and name the principals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I. Is the Offeror related to another entity as a parent, subsidiary or affiliate?

*(Please indicate answer with an "X")*

Yes ( ) No ( )

If yes, give names and addresses of all affiliated parent and/or subsidiary companies. Indicate which companies are subsidiaries.

J. List the type of work the Offeror customarily performs with its own workforce.

K. List the type of work customarily subcontracted to others.

L. List of geographic area(s) in which the Offeror does business.

**2. Judgments**

- A. Has the Offeror or any officer, director or owner thereof had any judgments entered against it/him/her within the past ten (10) years for breach of contracts for governmental or non-governmental work?

Yes ( ) No ( )

- B. If yes, provide details on any such judgment.

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**3. Contract Compliance**

- A. Has Offeror been found to be in substantial noncompliance with the terms and conditions of any prior contract(s) with the City of Cincinnati?

Yes ( ) No ( )

- B. If yes, provide details on any such instance.

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- C. Only answer the following question if Offeror has not contracted with the City in the past five (5) years.

Has Offeror been found to be in substantial noncompliance with the terms and conditions of prior contracts with another public body?

Yes ( ) No ( )

- D. If yes, provide details on any such instance.

**4. Convictions**

- A. Has the Offeror or any officer, director or owner thereof been convicted within the past ten (10) years of a crime related to governmental or non-governmental construction or contracting?

Yes ( ) No ( )

- B. If yes, provide details on any such conviction.

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**5. Debarment**

- A. Is the Offeror or any officer, director or owner thereof currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government?

Yes ( ) No ( )

- B. If yes, provide details.

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**6. Contract Execution History**

- A. Has the Offeror ever failed to enter into a contract in the past ten (10) years when the Offeror was the selected applicant?

Yes ( ) No ( )

- B. If yes, give complete circumstances for each occurrence on a separate sheet(s) of paper.

## ATTACHMENT 2 TO RFP

### AFFIDAVIT OF ACCURACY & SIGNATURE PAGE

The undersigned swears or affirms under the penalty of perjury that the Offeror, its agents, servants and/or employees, to the best of his/her knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror to gain an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of any contract resulting from this REQUEST FOR PROPOSALS ("RFP").

The undersigned further swears or affirms, to the best of his or her knowledge and belief, that the information contained in the submittal to this RFP ("Submittal"), all attachments, exhibits and forms, is true and complete, and that the Offeror has not omitted any fact necessary to make the information contained in the submittal to this RFP not misleading.

The Offeror's submittal shall constitute a representation on its part that the Offeror (a) has reviewed and thoroughly understands the scope of work, terms and conditions set forth in this RFP and draft agreement; (b) has made due inquiry to the City as to the existence of any addenda issued in connection with this RFP; (c) is satisfied that it has received any and all such addenda and has taken the contents thereof into consideration when preparing and submitting the Submittal; (d) understands all addenda will be issued via the City website and (d) accepts full and complete responsibility for the receipt of any and all such addenda and waives any claim of mistake or error in this Submittal based upon its failure, in fact, to have received any one or more addenda. The Offeror's failure to receive any addenda shall in no event relieve the Offeror from any responsibility for incorporating the provisions of the addenda into its Submittal. Addenda, upon issuance by City, shall be deemed to have become a part of this RFP to the same extent as if set forth fully therein.

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Full, Legal Name of Offeror

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Name of Authorized Representative<sup>1</sup>

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Title of Authorized Representative<sup>1</sup>

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Signature of Authorized Representative<sup>1</sup>

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Date

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by

\_\_\_\_\_.

My commission expires: \_\_\_\_\_

Notary Public

<sup>1</sup>Offeror **must** attach documentation of signatory authorization appropriate to the Offeror's legal entity type, as identified in Attachment 1. Such documentation includes: corporate resolution (for corporations); operating agreement indicating authorized signatory(ies) (for LLCs); partnership agreement setting out who can act for the partnership (for partnerships).